BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

BID ENQUIRY NO:

BESCOM/2023-24/OW/WORK-INDENT138

BESCOM/BCP-1520/2023-24

SECTION – II
(Volume –I)

INSTRUCTIONS TO BIDDERS
(ITB)

INSTRUCTIONS TO BIDDER

CONTENTS

CL. NO.	Description
A.	**INTRODUCTION**
1.0	General Instructions
2.0	Qualifying Requirements for Bidders
3.0	Cost of Bidding
B	**THE BIDDING DOCUMENTS**
4.0	Contents of Bidding Document
5.0	Understanding of Bid Documents
6.0	Clarifications of Bid Documents
7.0	Amendment to Bid Document
C	**PREPARATION OF BIDS**
8.0	Language of Bid.
9.0	Local Conditions
10.0	Documents Comprising the Bid
11.0	Scope of the Proposal
12.0	Bid Price
13.0	Price Basis
14.0	Taxes and Duties
15.0	Price Adjustment
16.0	Time Schedule
17.0	Spare Parts
18.0	Contract Quality Assurance
19.0	Insurance
20.0	Erection Tools & Tackles
21.0	Brand Names

22.0 Bid Security/EMD

23.0 Period of Validity of Bids.

D SUBMISSION OF BIDS

24.0 Format of Bid

25.0 Signature of Bids

26.0 Deadline for Submission of Bids

27.0 Late Bids

28.0 Information Required with the Proposal

E BID OPENEING AND EVALUATION

29.0 Opening of Bids by BESCOM

30.0 Purposes of Evaluation of Bids

31.0 Policy for Bids Under Consideration

32.0 Clarification of Bids

33.0 Preliminary Examination

34.0 Evaluation of Price Bids

F AWARD OF CONTRACT

35.0 Award Criteria

36.0 BESCOM's Right to Accept any Bid and to Reject any or All Bids

37.0 Notification of Award

38.0 Signing of Contract

39.0 Contract Performance Guarantee

SECTION - II - ITB

INSTRUCTION'S TO BIDDERS

A. INTRODUCTION

1.0 **General Instructions:**

1.1 The Bangalore Electricity Supply Company Limited, hereinafter called BESCOM will receive bids in respect of turnkey package required for

"Arranging 24 hours continuous single phase power supply to the houses located in Agricultural lands in Bangalore Rural Circle (BRC) by providing Outdoor single phase 5kVA single phase Transformer with inbuilt overload tripping, Auto reset feature and other DTC accessories for a period of 6 months Total Turnkey Basis." as per the scope detailed in Vol.- II, technical specification of the bid documents. Bids shall be prepared and submitted/uploaded to website in accordance with these instructions.

2.0 **Qualifying Requirements of Bidders:**

2.1 As per IFB Clause 11.

The criteria for vendor approval is uploaded in the BESCOM website and amendments thereon.

3.0 **Cost of Bidding:**

3.1 The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including pre/post bid discussions, technical and other presentations etc., and the BESCOM will, under no circumstances, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

4.0 **Contents of bidding document:**

4.1 The goods and service required, bidding procedures and contract terms are prescribed in the bidding document. The bidding document is a compilation of the following sections:

VOLUME- I : COMMERCIAL REQUIREMENTS

1.	Section – I	Invitation For Bids	-	IFB
2.	Section – II	Instruction to Bidders	-	ITB
3.	Section – III	General terms and Conditions of the contract	-	GCC
4.	Section – IV	Erection Conditions of Contract	-	ECC
5.	Section – V SCC	Special Conditions of Contract	-	
6.	Section – VI	ANNEXURE	-	ANNEX
7.	Section VII	Specifications		

VOLUME-II TECHNICAL REQUIREMENTS

VOLUME – II : TECHNICAL SPECIFICATIONS FOR STATIONS

VOLUME- III : BID PROPOSAL SHEETS

1. Section – I TECHNO COMMERCIAL SHEETS
2. Section – II PRICE SHEETS (to be entered in KPP portal)

NOTE: Volume – III is to be duly filled and uploaded on to BESCOM website by the Bidder.

5.0 **Understanding of Bid Documents:**

5.1 A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the bid documents and fully inform himself as to all the conditions and matters, which may in any way, affect the scope of work or the cost there of. Failure to furnish all information required by the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6.0 **Clarifications on bid documents:**

6.1 If the prospective Bidder finds discrepancies or omissions in the specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing for an interpretation/ clarification, to the BESCOM in triplicate. The BESCOM, then, will issue interpretations and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications the Bidder may submit his bid but within the time and date as specified in the Invitation For Bid. All such interpretations and clarifications shall form a part of the bidding document and shall accompany the Bidder’s proposal. A prospective bidder requiring any clarification on bid document may notify the BESCOM in writing. The BESCOM will respond in writing to any request for such clarifications on the bidding document, which, it receives not later than the date indicated in Section-IFB and the **KPP portal**

(https://KPPP.karnataka.gov.in). Clarifications/Amendments/Corrigendum will be issued through the KPP portal, if found necessary.

6.2 Verbal clarifications and information given by the BESCOM or his employee(s) or his representative(s) shall not in any way be binding on the BESCOM.

7.0 **Amendment of bidding document:**

7.1 At any time prior to the deadline for submission of bids, the BESCOM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document / conditions by amendment(s).

7.2 The amendment will be notified in the **KPP portal** and the same shall be made available against the published tender in the **KPP portal system**. BESCOM will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

7.3 In order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bids, the BESCOM may, at its discretion, extend the due date for the submission of bids.

7.4 Such amendments, clarifications etc. shall be binding on Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

7.4 Such amendments, clarifications etc. shall be binding on Bidders and will be given due consideration by the Bidders while they submit their bids and invariably upload such documents as a part of the bid.

C. PREPARATION OF BIDS

8.0 **Language of bid:**

8.1 The bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidder and the BESCOM, shall be written in the english language only, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an authenticated english translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the english translation shall govern

9.0 **Local conditions:**

9.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the contract covered under these documents and specifications. The BESCOM shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

9.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals.

No claim for financial adjustment to the contract awarded under these specifications and documents on account of local conditions will be entertained by the BESCOM. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the BESCOM, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.

10.0 **Documents comprising the bid:**

10.1 The Bidder shall complete the bid form inclusive of price schedule, technical data requirements etc. provided in the bidding documents, indicating a brief description of goods to be supplied and services to be rendered, quantity and prices.

10.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the qualification requirements as detailed in clause 2.0 above and clause 11.0 of IFB.

10.3 The tender processing fee and bid security shall be in accordance with clause 4.0 of section IFB.

11.0 **Scope of the proposal:**

11.1 The scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all aspects of the Total turnkey contract specified under the accompanying technical specifications. It will include the following:

a) Detailed engineering.

b) Complete manufacture including shop testing of equipments/materials in the scope of the contractor.

c) Providing engineering drawings, data, operation manual, etc for the BESCOM's approval for the equipments/materials in the scope of the contractor.

d) Packing and transportation from the manufacturer's works to the site of equipments/materials in the scope of the contractor..

e) Receipt, storage, preservation and safe keeping of equipment at the site. (Both BESCOM supplied and equipments/materials in the scope of the contractor.)

f) Pre-assembly, if any, erection, testing and commissioning of all the equipment. (Both BESCOM supplied and equipments/materials in the scope of the contractor.)

g) Reliability tests and performance and guarantee tests on completion of commissioning.

11.2 No deviation whatsoever, either in full or in part, the conditions of the bidding documents as specified in the special conditions of contract are permitted by the BESCOM. Therefore, the Bidders are advised that while making bid proposals and quoting prices, these conditions may appropriately be taken into consideration. Bidders are required to furnish a certificate to, The General Manager, (Ele.,) Procurement, Corporate Office, BESCOM, 4th floor, K.R. Circle, Bengaluru-560001, in this regard as per the format provided in special conditions of contract in sealed envelope along with other documents, as indicated in clause 4.2 of section IFB. In the event of non-receipt of the above mentioned "No Deviation Certificate" ***after last submission date & on or*** before the date and time of opening of Techno-commercial bid **as indicated in the KPP platform,** the bids of such Bidders will not be opened and will be treated as non-responsive. .

11.3 Bids not covering the total scope of works may be treated as incomplete and hence rejected summarily.

11.4 The Bidder shall complete all the schedules & annexure in the bid proposal sheets, technical data sheets, price sheets (Prices shall be entered in KPP portal) and specified elsewhere. The qualifying data shall be filled in the required schedule of techno-commercial sheets. While furnishing qualifying data, only the list of executed works, similar in nature to the tendered scope of work, shall be furnished.

12.0 **Bid price:**

12.1 The Bidder shall indicate, in appropriate price schedules (the KPP portal), the CIF PORT OF ENTRY/unit ex-works prices of the goods (in the scope of the Contractor), Freight & Insurance, all applicable Taxes such as CGST, SGST, IGST, UTGST, Custom Duties on Imports, cess if any, the price for erection, testing and commissioning including applicable CGST, SGST thereon, price for associated civil, structural works and other services under the contract including all applicable CGST, SGST thereon, along with the total bid price. The rates of all applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, cess if any shall be clearly indicated for each item.

12.2 Detailed break up, covering all the price components of unit prices as well as total bid price, as stipulated in the appropriate price schedules of bid proposal sheet shall be furnished by the Bidder. This break up shall be entered separately in the following manner: -

i. The price of the goods quoted ex-factory / ex-works / ex-warehouse as applicable, inclusive of all duties, taxes and levies paid or payable on components, sub-assemblies and raw materials.
ii. Applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any which will be payable by the BESCOM on the Goods, if this Contract is Awarded.
iii. In land transportation charges including handling charges and other costs incidental to delivery of the goods to their final destination and insurance charges **including all applicable taxes thereon**.

iv. The cost of erection, testing and commissioning as well as associated civil, structural works including all applicable **taxes** thereon.

v. The Bidder shall include **CGST, SGST, IGST, UTGST, levies, surcharge /cess etc. on erection, testing and commissioning as well as associates civil, structural works** as applicable in their quoted Bid price and KPTCL would not bear any additional liability on this account. KPTCL shall, however, deduct such **tax** at sources as per the rules and issue necessary Certificate to the Contractor.

Note:- **For** all items, the bidder shall furnish the breakup of Ex-works, ap**plicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any** as applicable at the time of bidding **and Total price in** the price schedules.

12.3 The Bidder's separation of price components in accordance with clause 12.2 supra will be solely for the purpose of facilitating the comparison of bids by the BESCOM, for contract price amendment due to quantity variation and for on account payments (incase of award) and shall not in any way limit the BESCOM's rights.

12.4 . **Deleted**.

12.5 Bidders shall enter the all inclusive price for each of the schedules as mentioned in the KPP portal. The detailed price schedules shall be encrypted and uploaded by the Bidders in the respective slots as provided in the KPP platform.

13.0 **Price basis:**

13.1 The price shall be quoted on **FIRM** basis in accordance with clause 15.0 of section ITB of the bid document.

14.0 **Taxes and duties:**

14.1 As indicated in Clause 35.2 of Section ITB of the Bid Document, In case of Award of Contract, a Single Works Contract covering both Supply & Erection portion of the Price Contract will be issued to the successful Bidder.

14.2(i) ***Taxes and Duties;***

Applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any payable on material / equipment, component sub-assemblies, raw materials and any other items used for the contractor’s consumption or dispatched directly to the site stores of the contractors, associated civil works and erection works shall be included in the bid price and any such **taxes,** duties levies etc, **additionally payable due to statutory variation or due to introduction of new tax or taxes, duties and levies not considered by the Bidder but payable as applicable on the date of bidding etc., shall be to the Bidder’s account and no separate claim on this behalf shall be entertained**

by the BESCOMs either during the contractual period or during the extended period if any*.*

14.2(ii) **<u>For all materials supplied by the Bidder to the BESCOM</u>*;***

All **applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any**, in respect of all materials, under the contract shall be included in the price bid, but they shall be indicated separately as mentioned in clause 12 supra in the Price schedules***.***

Any such taxes, duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the BESCOM.

14.2(iii) ***Erection works;***
The applicable CGST, SGST, cess etc., shall be included in the price bid, and shall be indicated separately in price schedules as mentioned in clause 12 supra*.*

Any such **taxes**, duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the BESCOM.

14.2(iv) In case of any statutory variation in **CGST, SGST, IGST, UTGST, levies, cess if any** or if any **tax**/ duty/levy is newly introduced by the government applicable for this contract with effect from the next day of the date of submission of the bid these variations/additional **taxes**/ duties/ levies will be to the account of the BESCOM. In case the Bidders indicate lesser rates of **taxes** & duties with reference to the prevailing rates of **taxes** & duties at the time of bidding, any variations in the **taxes** and duties would be paid/recovered keeping the rates of **taxes** & duties applicable as on the **last date of Techno-Commercial Bid Submission as notified (either original or extended) as** the base and not the quoted rates of **taxes** & duties for payment/recovery of difference in the **taxes** and duties. If the contractor is required to pay additional **tax** or duty, then the BESCOM shall reimburse the contractor the additional **tax** or duty so paid by the contractor against submission of documentary evidence to the satisfaction of the BESCOM by the contractor. This provision will be applicable to Supply, erection and civil works***..***

Note: Additional **tax** liability on account of change in the sources of the equipments/materials, if any, will be to bidders account only.

***The claims against statutory variation, in principle, would be settled as reimbursement provided the contractor furnishes documentary evidence to establish that the extra amount claimed due to statutory variation was in fact paid by him solely on account of such statutory variation. This may vary from case to case depending upon the nature of statutory variation*.**

14.3 VOID.

14.4 **VOID**.

14.5 The BESCOM will deduct Tax at Source as per applicable law from the proceeds payable to the Contractor.

14.6 ***Deleted***.

14.7 (a) ***Deleted.***

(b) **GST registered firm having GSTIN:**
Applicable CGST, SGST on works has to be borne by the bidder.

14.8 Any tax liability that may come on the BESCOM (BESCOM) supplied equipments / materials shall be borne by BESCOM.

14.9 As regards the Income **Tax**, Surcharge on Income **Tax** and any other Corporate **Tax,** the BESCOM shall not bear any **Tax** liability whatsoever. The Bidder shall be liable and responsible for Payment of such **Taxes** as mandated under the provisions of the Law.
The BESCOM will deduct **tax** at source as per applicable law from the proceeds payable to the contractor.

14.10 Notwithstanding anything stated in the Sub-Clause 14.1 to 14.7 above, the BESCOM shall have the right to make deduction at Source from the amounts payable to the Contractor against this Contract in respect of any **Tax** liability as may be Mandatory in terms of the Law. The BESCOM shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

14.11 Whenever concessional rate of **Taxes** is indicated by the Bidder, it shall be confirmed whether, any increase in the rates that becomes applicable during the Performance of the Contract would be absorbed by the Bidder. Bidder shall note that in the absence of such confirmation, the Bids will be evaluated taking into account the maximum rate of **Taxes** applicable.

14.12 The BESCOM's liability for all **taxes** and duties under the contract shall be limited to only those indicated by the Bidder in the bid proposal sheets subject to the statutory variations and variations as per clause No. 14.2 supra.
If the cost of the Contract during the performance of the contract shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or by-law having the force of law, the amount of such increase or reduction shall be added to or deducted from the 'Contract Price' as the case may be. It is the Bidder's responsibility to furnish details of **taxes,** duties, levies, etc. applicable as on the date of submission of the bid.

14.13 No claim for any increase towards the statutory variation regarding enhancement of existing **CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any** or introduction of a new **tax** or duty applicable shall be entertained by the BESCOM **during**

the extended period of contract, if the extension of the contract is required due to the causes attributable to the contractor.

14.14 Before quoting the Bidder shall ascertain from the concerned **Tax** Authorities of Government of Karnataka/ Govt. of India, the applicability of **CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any** etc., **as on the last date of** Techno-Commercial Bid Submission as notified (either original or extended) in respect of this Package and include the same in the quoted Price. No separate Claim in this regard will be entertained by the BESCOM, as it is the responsibility of the Bidder to pay all these **Taxes**.

Note: The successful bidder shall be entirely responsible for payment of all taxes, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. In respect of supply portion, the successful bidder shall pay all types of fees, levies, taxes, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the Rules and Regulations of all Public bodies and companies whose property or rights are affected or may be affected in any way of the works. The successful bidder shall in compliance with the above keep the Purchaser indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any tax that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.

14.15 **Building and other construction workers welfare cess:**

The Building and other construction workers welfare cess act 1996, came into operation with effect from 3rd day of November 1995, the government has decided to collect cess now with immediate effect. Accordingly the government has issued order No.LD/300 LET/2006 dated 18.01.2007.

As per the order, cess at the rate of 1% of the cost of construction (in respect of building or other construction works) incurred by the employer (contractor) shall be collected which shall exclude the cost of land and any compensation paid or payable to a worker or his kin under Workman Compensation Act 1923. Therefore building & other construction workers welfare cess at the rate of 1% of the amount of **the Supply, Erection and Civil portion** of the contract as per the clarification issued by Labour department, G.O.K, vide their **letter no. LD338LET/2011 dt: 27.04.2012 & LD87/LET-2016 DATED:17.01.2018** will be deducted from the bill at the time of making payment and such amount so deducted from

the bill will be remitted to Karnataka State Building and other construction workers welfare board.

It is mandatory to furnish a return in form-i to the concerned assessing officer in terms of section -4 of the building & other construction workers welfare cess act, 1996 and its rules there under 1998. The concerned employer (contractor) shall furnish the aforesaid return to the concerned assessing officer

15.0 **Price adjustment :**

15.1 VOID.

15.2 VOID.

Note: Quoted price is Ex-Works price (excluding taxes and duties).

15.2 VOID.

15.4 VOID.

16.0 **Time schedule:**

16.1 The basic consideration and the essence of the contract is strict adherence to the time schedule in performing the specified works.

16.2 The BESCOM's requirements of completion schedule for the works are mentioned in the accompanying Special Conditions of Contract. (section SCC of the bid document)

16.3 The completion schedule as stated in the Special Conditions of Contract shall be one of the major factors in consideration of the bids.

16.4 The BESCOM reserves the right to request for a change in the work schedule during pre award discussions with successful Bidder.

16.5 The successful Bidder will be required to prepare detailed **Activity Chart** and finalise the same with the BESCOM as per the requirement of clause 12.0 section GCC.

17.0 **SPARE PARTS:**

17.1 In case where it is mandatory for the Bidder to quote for certain identified spare parts, the same are included in the accompanying technical specifications. In such cases the item wise price break-up of such spares on a ex-works basis shall be indicated in the bid. The Bidder shall further indicate item wise price break-up on FOR site basis. In respect of custom duties and taxes, the provisions of clause 14.0 above shall be applicable. The above prices shall not be included in the lumpsum price but indicated separately in the schedules and shall not be subject to escalation. The price quoted for these spares will be taken into account for evaluation. The BESCOM, however, reserves the right to vary the quantity of any of the spare and / or to delete any items of spares altogether or add new items of spares during award / detailed engineering stage limited to a period of six (6) months from date of contract unless such period is specified otherwise in Special Conditions of contract

at the unit rates agreed to in the contract or to be agreed mutually in case unit rates are not identified in the bid / contract.

17.2 In addition, the Bidder shall provide in the form of a schedule given in Bid Proposal Sheets, the complete list of recommended spare parts for three (3) years operation of the equipment covered under the proposal under Contractor's scope. In the list of recommended spare parts, the Bidder shall identify the unit wise population of each of the items recommended and anticipated normal life of the spare. Such list will also indicate the prices on FOR destination site basis for each item. No other basis of prices shall be quoted. The prices of these spare parts shall be on **FIRM PRICE** basis through out the Contract Period . The prices of the spare parts thus quoted will not be taken into consideration for purpose of evaluation. Other relevant Terms and Conditions of the bid document shall also be applicable to such spare parts.

17.3 Spare parts list will be used by the BESCOM to decide about the spares to be procured against his requirements of spares for the equipment quoted. The quantities of the spares to be procured shall be decided by the BESCOM and the Bidder shall supply all those spares ordered. In case where no Mandatory Spares are indicated, the Bidder shall comply with the requirements indicated in Clause 17.1 and 17.2 above.

18.0 **Contract Quality Assurance:**

18.1 The Bidder shall include in his proposal the Quality Assurance Programme containing the overall Quality Management and Procedures which he proposes to follow in the Performance of the Works during various phases as detailed in relevant Clause of the General Technical Conditions.

18.2 At the time of Award of Contract, the detailed Quality Assurance Program to be followed for the execution of the Contract will be mutually discussed and agreed to and such agreed Program shall form a part of the Contract.

18.3 The Bidder shall clearly specify the list of Sub Vendors, not exceeding four (4) for each item, from whom the materials are being supplied. List of Sub-Vendors shall be furnished in Schedule-06 of Techno-Commercial Sheets. The Successful Bidder shall furnish the Qualifying Data of the Sub-Vendor and obtain the vendor approval of BESCOM if intends to buy materials other than BESCOM approved vendor.

The word "Equivalent" shall not be used in the choice of Vendors.

The BESCOM reserves the right to choose one or more of the Vendors out of the Vendors indicated by the Successful Bidder or indicate any other vendor at its discretion if the vendors indicated by the contractor are not acceptable to it for the reasons to be recorded in writing and informed.

19.0 Insurance:

The Bidder's insurance liabilities pertaining to the scope of work are detailed out in clauses titled "Insurance" in General Terms and Conditions of Contract(Section – GCC of the Bid Document) and in Erection Conditions of Contract (Section – ECC of Bid Document) Bidder's attention is specifically invited to these Clauses. Bid Price shall include all the Cost in pursuance of fulfilling all the insurance liabilities under the contract and no separate amount is payable in this regard.

20.0 Erection Tools And Tackles:

The Bidder, under a separate schedule in his proposal, shall include a list of all special equipment, tools & tackles etc. which he proposes to bring to site for the purpose of erection, handling, testing and commissioning including performance and guarantee tests of the equipment. If any such equipment is listed any where else in the proposal and not specially mentioned in the above schedule, it shall be deemed to have been included in the bidder's proposed scope of supply.

21.0 Brand Names:

21.1 The specific reference in these specifications and documents to any material / equipment by brand name, make or catalogue number shall be construed as establishing standards of quality and performance but not as limiting competition. However, Bidders may offer other similar material/ equipment provided they meet the specified standard, design and performance requirements. The Bidder shall furnish adequate technical information about such alternative material/equipment to enable the BESCOM to determine its acceptability. The BESCOM shall be the sole judge on the acceptability or otherwise of such alternative material / equipment.

21.2 The Bidder shall note that standards for workmanship, material and equipment and reference to brand name, catalogue numbers designated by the BESCOM in its technical specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand name and/or catalogue numbers in its bid, provided that it demonstrates to the BESCOM's satisfaction that the substitutions are substantially equivalent or superior to those designed in the technical specification.

22.0 **Bid Security (EMD)**

22.1 The Bidder shall furnish, as a part of its Bid, Bid Security for an amount of **Rs.2,00,000** through any of the four modes of e-Payment as mentioned in Section 4.1 of IFB.

22.2 The bid security is required to protect the BESCOM against the risk of Bidder's conduct including withdrawing the bid after acceptance for any reason whatsoever, which would warrant the guarantee

forfeiture, pursuant to Para 22.6. The bid security shall be made payable to the BESCOM without any condition whatsoever.

22.3 Any Bid not secured in accordance with Para 22.1 above will be rejected summarily by the BESCOM as Non-Responsive.

22.4 Unsuccessful Bidder's Bid Security / EMD will be returned / refunded **within a period of one month from the date of execution of Contract agreement with the successful Bidder or earlier. EMD of unsuccessful bidders will be refunded online by the KPPP system. Hence, bidders are advised to enter correct bank account information (complete bank account no., IFSC etc) in the KPP portal.**

22.5 The Successful Bidder's bid security will be discharged upon furnishing the performance guarantee by the Successful Bidder.

22.6 The Bid Security shall be forfeited, **besides Blacklisting the firm for a period of one year**:

a) If a Bidder withdraws / modifies his Bid during the period of Bid validity specified by the Bidder on the Bid Form:

OR

b) In case of a successful Bidder, if the Bidder fails:

i) To sign the Contract,

OR

ii) To furnish the performance guarantee in the prescribed format.

22.7 **Any Bid not accompanied by the required Bid Security in accordance with provisions of this Clause will be rejected by the BESCOM and shall not be opened.**

22.8 No interest shall be payable by the BESCOM on the above Bid Security.

22.9 <u>In case the bid is submitted by a consortium, the bid security shall be in the name of consortium/leader of the consortium.</u>

23.0 Period of Validity of Bids:

23.1 Bids shall remain valid for 180 days from the date of techno-commercial bid opening unless otherwise specified in the accompanying special conditions of contract. A Bid valid for a shorter period will be rejected by the BESCOM summarily as Non Responsive.

In exceptional circumstances, the BESCOM may solicit the Bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing (including Fax or E-Mail). In such an event the bid security provided under clause 22.0 shall also be extended by the same period as the extension in the validity of the Bid. A Bidder may refuse the request without

becoming liable for forfeiture of his bid security. A Bidder agreeing to the extension will not be required or permitted to modify its Bid.

D. SUBMISSION OF BIDS

24.0 Format Of Bid:

24.1 The Bids are invited through KPP platform only. However hard copies of documents shall be submitted as per clause 4.2 of IFB.

24.2 The Techno- Commercial Bid consists of following:

i) Techno – Commercial Sheets

ii) Data Requirement Sheets.

24.3 The Price Bid consists of following

i) Price Sheets (To be entered KPP portal).

24.4 A prospective Bidder, who wishes to submit the bid shall adopt the following procedure.

24.4.1 The Bidder shall enter all-Inclusive Total Price for the entire scope of the work as mentioned in the KPP platform and upload Price Schedules, after encryption, on to the website on or before the time and date indicated in the Notification / Section IFB.

24.4.2 The Documents as indicated in clause 4.2 of IFB along with BG (if any) are to be sealed in a cover and sent to The General Manager, (Ele.,) Procurement, Corporate Office, BESCOM, 4th floor, K.R. Circle, Bengaluru-560001 so as to reach ***after the last submission date & on or*** **before the date & time of opening Techno commercial Bids in a sealed cover.**

24.4.3 All the documents - indicated in clause 24.4.2 shall also be uploaded in the appropriate schedules of techno commercial sheets along with scanned copy of bank guarantee.

24.5 Void.

25.0 Signature of Bids:

25.1 The techno commercial and price sheets (Prices to be entered in KPP portal) must contain the name, address of residence and place of business of the persons or persons making the bid and the name of the authorised persons.

25.2 Bid by partnership enterprises must be furnished with full names of all partners.

26.0 Deadline for Submission of Bids:

26.1 Bid shall be uploaded to the website on or before the last date and time for submission of bids indicated in notification in IFB, failing which bidders cannot submit their bids as the KPPP system automatically locks the tender.

26.2 The BESCOM may, at his discretion, extend this deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the BESCOM and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

27.0 Late Bids:

27.1 Failure in uploading the documents in time, due to any reasons is not attributable to BESCOM.

28.0 Information required with the Proposal:

28.1 The Bids must clearly indicate the name of the manufacturer, the type and/or model of each principal item of equipment in the scope of the Contractor. The bid should also contain drawings and descriptive materials indicating general dimensions, materials from which the parts are manufactured, principles of operation, the extent of pre-assembly involved, major construction equipments proposed to be deployed, method of erection and the proposed erection organizational structure.

28.2 The above information shall be provided by the Bidder in the form of separate Sheets, Drawings, Catalogues, etc. which need to be uploaded in the KPP portal.

28.3 Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained by the BESCOM. Any major departure from these drawing and descriptive material submitted will not be permitted during the execution of the contract without specific written permission of the BESCOM.

28.4 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.

28.5 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.

28.6 The Bidder, along with his proposal, shall submit a list of recommended erection equipment and materials, which will be required for the

purpose of erection of equipment and materials (both BESCOM supplied and contractor supplied) under the contract.

28.7 In case the information furnished in the 'Proposal' contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical commercial deviation schedule.

E. BID OPENING AND EVALUATION

29.0 Opening of Bids by BESCOM:

29.1 On the Date and Time fixed by the BESCOM for opening of Bids, the tender will be opened for verification of payment of Tender Processing Fee and EMD by the BESCOM. **Thereafter, the Techno -Commercial Bids will be opened on** the Date and Time for opening of Bids stipulated in the Invitation For Bid or in case any extension has been given thereto, on the extended Bid opening Date and Time notified in the KPP portal.

29.2 The Bidder's Names qualified for Techno-Commercial Opening will be available on the website after opening.

29.3 VOID.

29.4 VOID.

29.5 No electronic recording/transmitting devices will be permitted during bid opening.

30.0 Purpose of Evaluation of Bids:

30.1 The techno-commercial bids accepted and opened will be evaluated by the BESCOM to ascertain the technical responsiveness of the bid for the complete scope of the proposal, as covered under these specifications and documents. All technically responsive bids shall then be examined to determine the **LOWEST EVALUATED COMMERCIALLY AND TECHNICALLY RESPONSIVE BIDS.**

31.0 Policy for Bids under consideration:

31.1 Bids shall be deemed to be under consideration immediately after opening of techno-commercial bid and until such time official intimation of award/rejection is made by the BESCOM to the Bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the BESCOM and/or his employees/ representatives on the matters related to the bids under consideration.

No Bidder shall contact the BESCOM on any matter relating to its Bid, from the time of the bid opening to the time the contract is awarded.

Any effort by a Bidder to influence the BESCOM in the BESCOM's bid evaluation, bid comparison or contract award decisions, may result in disqualification.

32.0 Clarification of Bids:

To assist in the examination, evaluation and comparison of Bids, the BESCOM may, at his discretion, ask the Bidder for a clarification on already uploaded documents of their Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

33.0 Preliminary Examination:

33.1 The BESCOM will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

33.2 **Arithmetical errors will be rectified on the following basis:**

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between words and figures, the amount advantageous to the BESCOM will prevail. If the Bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of bids security will be forfeited.

33.3 The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in bid form, the BESCOM shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of contract use the lowest of the prices in these schedules.

Items for which no rate / price is entered i.e, left blank or quoted as zero by the Bidder, in such cases no payment will be made to the Bidder by the BESCOM when executed and shall be deemed to have been covered in other items rates and prices in the Contract. Bidder has to execute all such items at free of cost.

33.4 Prior to the detailed evaluation, the BESCOM will determine the substantial responsiveness of each bid to the bidding document. For

purpose of these clauses, a substantially responsive bid is one which conform to all the terms and conditions of the bidding document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment, completion of works or which limits in any way the responsibilities or liabilities of the Bidder or of any right of the BESCOM as required in these specifications and documents. The BESCOM's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

33.5 A bid determined as not substantially responsive shall be rejected by the BESCOM and shall not subsequently be made responsive by the Bidder by correction of the non- conformity.

33.6 The BESCOM may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any of the Bidder.

34.0 Opening and Evaluation of Price Bids:

34.1 **Definitions and Meanings:**

For the purpose of the evaluation and comparison of Bids, the following meanings and definition will apply.

a) "**Bid Price"** shall mean the price as quoted by each Bidder in his proposal for the complete scope of works.

b) "**Differential Price"** shall mean the summation of the equalising elements of price for parameter differential or deficiencies in the equipment and services determined from the Bidder's Proposal.

c) "**Cost Compensation for Deviations**" shall mean the rupee value of deviations from the bidding document as determined from the bidder's proposal.

d) "**Evaluated Bid Price"** shall be summation of "**Bid Price"**, "**Differential Price"** and "**Cost Compensation for Deviations"**

34.2 **VOID**

F. AWARD OF CONTRACT

35.0 Award Criteria:

35.1 The BESCOM will award the contract to the Successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The BESCOM shall be the sole judge in this regard.

35.2 In case of Award of Contract, a Single Work Contract covering the both supply & erection portion will be issued to the successful Bidder.

35.3 Not withstanding the above, if it is found that the performance vis – a - vis works awarded to the Bidder by BESCOM is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its Bid at the time of techno-commercial evaluation.

36.0 BESCOM's right to accept any Bid and to reject any or all Bids:

36.1 The BESCOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the BESCOM's action.

37.0 Notification of Award:

37.1 Prior to the expiration of the period of bid validity / extended validity period, if any, the BESCOM will Notify the Successful Bidder in writing by registered letter or FAX, to be confirmed in writing by registered letter, that his bid has been accepted.

37.2 The “Notification of Award” shall constitute the formation of the contract.

37.3 Upon the Successful Bidder furnishing of performance guarantee pursuant to clause 39.0, the BESCOM will promptly notify each unsuccessful Bidder and will discharge respective bid security, pursuant to clause 22.4.

38.0 Signing of Contract:

38.1 At the same time as the BESCOM notifies the successful Bidder that his bid has been accepted, the BESCOM will send the Bidder the detailed letter of award/letter of intent (as applicable), incorporating all agreements between the parties.

38.2 Within 7 days of receipt of the detailed letter of award/letter of intent (as applicable), the Successful Bidder shall sign and date the same and return it to the BESCOM.

38.3 The Successful Bidder will prepare the contract agreement as per the pro-forma enclosed at annexure-x and the same will be signed within 7 (Seven) days of notification of award.

38.4 The Successful Bidder shall observe all the formalities stipulated in the LOI within the stipulated period failing which, the BESCOM reserves the right to cancel the offer and forfeit the Earnest Money deposited by the bidder.

39.0 Contract Performance Guarantee:

39.1 As a contract performance guarantee, the Successful Bidder, to whom the work is awarded, shall be required to furnish a performance guarantee from a public sector Indian Bank/ Scheduled Commercial Bank (in the second schedule of the RBI Act-1934) and the Bank should be covered under jurisdiction of Indian laws in the form attached as Annexure-III to this Volume-I in favour of the BESCOM. The guarantee amount shall be equal to Five percent performance of the contract in accordance with the terms and conditions specified in these documents and specifications. The bank guarantee shall be valid for a period of up to 90 days after the end of guarantee period in accordance with section 15 of GCC.

39.2 The performance guarantee shall cover additionally the following guarantees to the BESCOM:

a) The Successful Bidder guarantees the successful and satisfactory operation of the equipment in the scope of the contract, as per the specifications and documents;

b) The Successful Bidder further Guarantees that the equipment provided by him/his sub-vendors shall be free from all defects in design, material and workmanship and shall upon written notice from the BESCOM, fully remedy free of expenses to the BESCOM, such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the general terms and conditions in this volume-I/ special conditions of contract.

39.3 The contract performance guarantee is intended to secure the performance of the entire contract. However, it shall not to be construed as limiting the “Damages” under clause entitled "Equipment Performance Guarantee" in technical specifications, volume-II and “Damages” stipulated in other clauses in the bid documents.

39.4 The performance guarantee will be discharged without any interest at the end of guarantee period, unless otherwise specified in SCC.

General Manager (Ele.,),
Procurement, BESCOM